

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

QUANTA SPECIALTY LINES INSURANCE
COMPANY, an Indiana corporation,

Plaintiff,

vs.

THOMAS MOTHERWAY, an individual;
DEDE MOTHERWAY, an individual;
MOTHERWAY FAMILY TRUST, a trust;
BEHL HOME CONSTRUCTION LLC, a
Nevada limited liability company; and BEHL
CONSTRUCTION LLC, a Nevada limited
liability company,

Defendants.

CASE NO. 3:08-cv-00434-LRH-VPC

**STIPULATION AND ORDER ON
COVERAGE ISSUES**

STIPULATION AND ORDER ON COVERAGE ISSUES

The Parties to this litigation, Quanta Specialty Lines Insurance Company ("Quanta"), by and through its counsel of record Morales Fierro & Reeves, and Thomas Motherway, individually,

DeDe Motherway, individually, and the Motherway Family Trust (collectively, "the Motherways"), by and through their counsel of record the McMahon Law Offices, Ltd., hereby stipulate as follows:

This action for declaratory relief involves a dispute over the existence and extent of any obligation by Quanta under an insurance policy issued by it ("the Quanta Policy") with respect to claims made by the Motherways in an underlying lawsuit concerning the construction of the Motherways' property at 6404 Masters Drive, Reno, Nevada 89511 ("the Property").

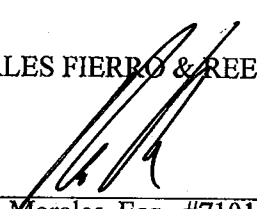
1 The Parties, without reaching any agreement as to whether any amount is in fact owed under
 2 the Quanta Policy with respect to the underlying lawsuit, stipulate that payment of the sum of Two
 3 Hundred Twenty-five Thousand Dollars and No Cents (\$225,000.00) to the Motherways more than
 4 fully satisfies the Motherways' claims for that portion, if any, of the Motherways' alleged damages
 5 respecting the Property for which the Quanta Policy affords coverage.

6 The Parties stipulate to entry of an order declaring that payment of the sum of Two Hundred
 7 Twenty-five Thousand Dollars and No Cents (\$225,000.00) to the Motherways more than fully
 8 satisfies the Motherways' claims for that portion, if any, of the Motherways' alleged damages
 9 respecting the Property for which the Quanta Policy affords coverage.

10 IT IS SO STIPULATED.


11 DATED this 18th day of August, 2009.

12 MORALES FIERRO & REEVES

13
 14 By: 
 15 Ramiro Morales, Esq., #7101
 16 P.O. Box 13403
 17 Las Vegas, NV 89112
 Attorney for Plaintiff QUANTA SPECIALTY
 LINES INSURANCE COMPANY

18 DATED this 11th day of Aug., 2009.

19 McMAHON LAW OFFICES, LTD.

20
 21 By: 
 22 Brian M. McMahon, Esq., #00927
 3715 Lakeside Drive, Suite A
 Reno, NV 89509
 Attorney for Defendants THOMAS
 MOTHERWAY, DEDE MOTHERWAY,
 MOTHERWAY FAMILY TRUST

23 **ORDER**

24 The Parties having stipulated thereto, no controversy thereto existing, and good cause
 25 appearing, the Court hereby declares that payment of the sum of Two Hundred Twenty-five
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1 Thousand Dollars and No Cents (\$225,000.00) to the Motherways fully satisfies the
2 Motherways' claims for that portion, if any, of the Motherways' alleged damages respecting the
3 Property for which the Quanta Policy affords coverage.

4 IT IS SO ORDERED.

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6 Dated: August 19, 2009



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8 LARRY R. HICKS
9 UNITED STATES DISTRICT JUDGE
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